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CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BY  DEPUTY

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**UNITED STATES DISTRICT COURT**

**SOUTHERN DISTRICT OF CALIFORNIA**

**08 CV 1436 JAH LSP**

DAVID G. RICHARDS,

Plaintiff,

v.

NATIONAL CREDIT AUDIT  
CORPORATION, an Illinois corporation;  
BONNIER CORPORATION, a Florida  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.:

**NOTICE OF REMOVAL OF  
ACTION UNDER 28 U.S.C. § 1331,  
15 U.S.C. § 1692k(d), 28 U.S.C. §  
1367(a), AND 28 U.S.C. §§ 1441 et seq.**

Notice of Removal of Action

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that defendant BONNIER CORPORATION ("Bonnier")<sup>1</sup>  
3 hereby removes to this Court the state court action described below (the "State Court  
4 Action") pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692k(d), 28 U.S.C. §1367(a), and  
5 28 U.S.C. § 1441 *et seq.*

### 6 I. TIMELINESS

7 Where a case contains multiple defendants, a Notice of Removal to this Court is  
8 timely when it is made within thirty days by the last defendant served with the pleading. *See*  
9 *Lear v. Louisville Ladder, Inc.*, 2007 WL 2947430 \*4 (S.D. Cal. Oct. 9, 2007) (holding "this  
10 Court joins with those that have adopted the 'last-served' rule for filing notices of removal"  
11 and finding no defect in a notice of removal filed by the last-served defendant in case).  
12 Several other district courts in this state<sup>2</sup> have similarly adopted the last-served defendant  
13 rule based on, *inter alia*, statutory interpretation of 28 U.S.C. § 1441, which governs  
14 timeliness of removals, and principles of equity. *See e.g. Bonner v. Fuji Photo Film*, 461 F.  
15 Supp. 2d 1112, 1117 (N.D. Cal. 2006) (adopting last-served rule and stating "the last-served

16  
17 <sup>1</sup> Defendant, NATIONAL CREDIT AUDIT CORPORATION ("NCAC") consents to and  
18 joins in this Notice of Removal ("Removal") as evidenced by NCAC's Joinder in Notice of  
19 Removal of Action, which is filed with this Court concurrently herewith and is also attached  
20 to this Removal as Exhibit B. Accordingly, all named defendants have properly joined in this  
21 Removal. Defendants Bonnier and NCAC are collectively referred to herein as "Defendants."

22 <sup>2</sup> While the Ninth Circuit has not ruled on this issue (*see United Computer Sys. v. AT&T*  
23 *Corp.*, 298 F.3d 756, 763 n. 4 [9th Cir. 2002]), the majority of Circuit Courts have adopted  
24 the last-served defendant rule. *See Bailey v. Janssen Pharm., Inc.*, 2008 WL 2894742 \* 3  
25 (11th Cir. July 29, 2008) ("the trend in recent case law favors the last-served defendant  
26 rule"); *Marano Enter. of Kan. v. Z-Teca Rest., L.P.*, 254 F.3d 753, 755 (8th Cir. 2001)  
27 (noting the United States Supreme Court opinion, *Murphy Bros., Inc. v. Michetti Pipe*  
28 *Stringing, Inc.*, 526 U.S. 344, 347-48, (1999), authorizes the last-served defendant rule  
because a defendant has no obligation to participate in any removal procedure prior to its  
receipt of formal service of judicial process); and *Brierly v. Alusuisse Flexible Pack., Inc.*,  
184 F.3d 527, 533 (6th Cir.1999) (which holds "as a matter of statutory construction, holding  
that the time for removal commences for all purposes upon service of the first defendant  
would require us to insert 'first' before 'defendant' into the language of the statute. We are  
naturally reluctant to read additional words into the statute, however").

rule prevents opportunistic pleading by the plaintiff"); *Smith v. Mail Boxes, Etc. USA, Inc.*, 191 F. Supp. 2d 1155, 1161 (E.D. Cal. 2002) (adopting last-served defendant rule and reasoning, among other things, it "discourages plaintiffs from manipulating service in order to prevent an otherwise removable case from being litigated in federal court"); *Ford v. New United Motors Manufacturing*, 857 F. Supp. 707, 709-711 (N.D. 1994) (adopting last-served defendant rule and stating "Section 1446(b) provides each defendant in a multidefendant case with thirty days within which to file a notice of removal").

On April 23, 2008, plaintiff David G. Richards ("plaintiff") commenced this action in the Superior Court of the State of California in and for the County of San Diego, entitled *David G. Richards, Plaintiff v. National Credit Audit Corporation, etc. et al., Defendants*, Case No. 37-2008-00082557-CU-BT-CTL (the "State Court Action"). See attached Exhibit A. In his original Complaint, plaintiff named as defendants NCAC, Bonnier, and Does 1 through 50.

On July 11, 2008, defendant Bonnier was served with the Complaint and Summons relating to the State Court Action. See Exhibit A, p. 26. On July 1, 2008, defendant NCAC was served with the Complaint and Summons relating to the State Court Action. See Exhibit A, p. 25. This Removal is timely under the provisions of 28 U.S.C. § 1446(b) as it is made by the last-served defendant in this matter, Bonnier, within thirty days of Bonnier being served with the initial pleading of allegations giving rise to federal question jurisdiction. See *Lear*, 2007 WL 2947430 \*4; see also *Bailey*, 2008 WL 2894742 \*3; *Marano*, 254 F.3d at 755; *Brierly*, 184 F.3d 527; *Bonner*, 461 F. Supp. 2d at 1117; *Smith*, 191 F. Supp. 2d at 1161; *Ford*, 857 F. Supp. at 709-711.

## II. PROCESS, PLEADINGS AND ORDERS

Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the records from the State Court Action are attached hereto as Exhibit "A." Bonnier will file a Notice of Removal to Federal Court with the San Diego Superior Court and serve plaintiff with all removal papers. Within thirty (30) days, Defendants will file any additional remaining records from the State Court Action with this Court.

### III. JURISDICTION

This Court has jurisdiction over this civil action pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1367(a) and 28 U.S.C. §§ 1441 *et seq.* as demonstrated herein. Plaintiff's Complaint asserts claims against Defendants for alleged violations of the Federal Fair Debt Collection Practices Act ("FDCPA") pursuant to 15 U.S.C. § 1692 *et seq.* and related state law claims. This Court has original jurisdiction over plaintiff's claims brought under the FDCPA pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d). This Court has supplemental jurisdiction over the state law claims advanced by plaintiff pursuant to 28 U.S.C. § 1367(a) in that plaintiff's state law claims necessarily involve the same case or controversy under Article III of the United States Constitution and arise from a common nucleus of operative fact.

#### A. Plaintiff's Federal FDCPA Claims Are Removable Under 28 U.S.C. § 1331, 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1441(a)

Original federal question jurisdiction exists in this matter arising from plaintiff's federal FDCPA claims under 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d), and this case is removable to this Court pursuant to 28 U.S.C. § 1441(a). Pursuant to 28 U.S.C. § 1331, "district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States." Moreover, 15 U.S.C. § 1692k(d) provides that "An action to enforce any liability created by [the FDCPA] may be brought in any appropriate United States district court without regard to the amount in controversy...."

Additionally, 28 U.S.C. § 1441(a) provides "Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending."

The gravamen of plaintiff's complaint is that NCAC improperly attempted to collect a single debt from plaintiff on behalf Bonnier. Plaintiff's complaint asserts claims for relief against both NCAC and Bonnier under federal law, specifically, the FDCPA. *See* Exhibit A,

1 Plaintiff's Complaint, Count I. This vests this Court with original jurisdiction over plaintiff's  
 2 federal claims. *See* 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d). Since this Court has  
 3 original jurisdiction over this claim, the claim is removable pursuant to 28 U.S.C. § 1441(a)<sup>3</sup>.

4 **B. Plaintiff's State Law Claims are Removable Under 28 U.S.C. § 1367**

5 Pursuant to 28 U.S.C. § 1367(a), "...district courts shall have supplemental  
 6 jurisdiction over all other claims that are so related to claims in the action within such  
 7 original jurisdiction that they form part of the same case or controversy under Article III of  
 8 the United States Constitution." A state law claim "is part of the same case or controversy  
 9 when it shares a 'common nucleus of operative fact' with the federal claims and the state and  
 10 federal claims would normally be tried together." *Bahrampour v. Lampert*, 356 F.3d 969,  
 11 978 (9th Cir. 2004) (citations omitted). "In exercising its discretion to decline supplemental  
 12 jurisdiction, a district court must undertake a case-specific analysis to determine whether  
 13 declining supplemental jurisdiction 'comports with the underlying objective of most sensibly  
 14 accommodat[ing] the values of economy, convenience, fairness and comity.'" *Id.* (citing  
 15 *Executive Software N. Am., Inc. v. United States Dist. Court*, 24 F.3d 1545, 1557-58 (9th  
 16 Cir.1994) (alteration in original) (internal quotations and citations omitted).

17 In addition to his federal FDCPA claims, all of the other claims plaintiff asserts  
 18 against NCAC and Bonnier are so related to and arise from the same common nucleus of  
 19 operative fact that give rise to plaintiff's FDCPA claims that plaintiff's state law claims form  
 20 part of the same case or controversy under Article III of the United States Constitution.  
 21 Specifically, plaintiff asserts claims against NCAC and Bonnier for violation of California's  
 22 Rosenthal Fair Debt Collection Practices Act, California Civil Code section 1788 *et seq.*,  
 23 fraud, conspiracy to commit fraud, unfair business practices under California Business &  
 24 Professions Code section 17200 and intentional infliction of emotional distress. Plaintiff also  
 25 asserts a claim for negligent misrepresentation against NCAC.

26  
 27  
 28 <sup>3</sup> This claim is not a non-removable action as described under 28 U.S.C. § 1445.

1 All of plaintiff's state law claims, however, solely arise from NCAC's attempt to  
2 collect a single debt from plaintiff owed to Bonnier. As such, plaintiff's federal and state law  
3 claims in this action would "normally be tried together." See *Lampert*, 356 F.3d at 978.  
4 Further, the "underlying objective of most sensibly accommodat[ing] the values of economy,  
5 convenience, fairness and comity" guide this court to exercise supplemental jurisdiction over  
6 plaintiff's state law claims and none of the factors enumerated in 28 U.S.C. § 1367(c) are  
7 present in this action to prevent this Court from exercising its supplemental jurisdiction.

8 Additionally, plaintiff's state law claims do not preclude this Court's federal  
9 jurisdiction over this case. Even if only a single claim is removable, the Court may exercise  
10 supplemental jurisdiction over any remaining claims under 28 U.S.C. § 1367. 28 U.S.C.  
11 § 1441(c) (when one claim is removable, court may remove entire case); *Beneficial Nat'l*  
12 *Bank v. Anderson*, 539 U.S. 1, 6 n.3 (2003). Accordingly, this Court has supplemental  
13 jurisdiction over plaintiff's state law claims under 28 U.S.C. 1367.

#### 14 IV. VENUE

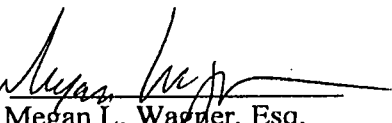
15 Venue is proper in the United States District Court for the Southern District of  
16 California pursuant to 28 U.S.C. § 1446(a) because this Court encompasses San Diego  
17 County, in which plaintiff filed his State Court Action.

#### 18 V. CONCLUSION

19 This case is removable on federal question grounds. Defendants are entitled to a  
20 Federal forum for this action.

21  
22 DATED: August 7, 2008

KOHUT & KOHUT LLP

23  
24 By:   
25 Megan L. Wagner, Esq.  
26 Attorneys for Defendants  
27  
28

# **EXHIBIT A**

**EXHIBIT**  
**A**

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CENTRAL DIVISION

2008 APR 23 P 2:20

CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

Attorneys for Plaintiff David G. Richards

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

**DAVID G. RICHARDS,**

Plaintiff,

vs.

**NATIONAL CREDIT AUDIT  
CORPORATION, an Illinois Corporation;  
BONNIER CORPORATION, a Florida  
Corporation; and DOES 1 through 50,  
inclusive,**

Defendants.

**CASE NO:** 37-2008-00082557-CU-BT-CTL

**COMPLAINT FOR**

1. Violation of the Federal Fair Debt Collection Practices Act;
2. Violation of California Rosenthal Fair Debt Collection Practices Act;
3. Fraud;
4. Conspiracy to Commit Fraud;
5. Negligent Misrepresentation;
6. Unfair Business Practices-B&PC § 17200;
7. Intentional Infliction of Emotional Distress

COMES NOW Plaintiff, DAVID G. RICHARDS (hereinafter "Plaintiff" or "RICHARDS") alleging as follows:

**PARTIES**

1. Plaintiff DAVID G. RICHARDS is an individual residing in San Diego County, California.

COMPLAINT FOR DAMAGES

Exhibit A  
Page 7



2. Defendant NATIONAL CREDIT AUDIT CORPORATION (hereinafter "NCAC") is an Illinois corporation doing business in San Diego, California.

3. BONNIER CORPORATION (hereinafter "BONNIER") is a Florida corporation doing business in San Diego County, California.

4. Venue is proper in the Court as the events and wrongful acts that gave rise to this action all occurred in this judicial district.

5. Plaintiff is unaware of the true names and capacities, whether individuals, associations, partnerships, corporations, or otherwise, of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff alleges on information and belief that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged. Plaintiff will amend his complaint when the true names of such defendants are ascertained.

6. Plaintiff is informed and believes, and based on that information and belief alleges, that each Defendant, including those named as DOES, is, and at all times mentioned herein was, the agent, servant and/or employee of each of the other Defendants and, in doing the things herein alleged, was acting within the course and scope of those relationships and with the full knowledge of each of the other named Defendants.

**GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7. In or around January 2005 Plaintiff received as a gift a subscription to "Popular Science", a magazine published by BONNIER. Plaintiff allowed the subscription to expire and rejected all of the repeated subscription renewal offers BONNIER, the publisher of "Popular Science" magazine, sent to him.

8. On or about January 1, 2007, Plaintiff received a letter from NCAC (hereinafter the "Notice") which alleged that NCAC was a collection agency attempting to collect a bonafide debt from Plaintiff on behalf of the publisher BONNIER.

1           9.     The Notice indicated that Plaintiff had ordered "Popular Science" magazine,  
2     received various issues, and had never paid for those magazines despite having been sent  
3     several invoices from the publisher.

4           10.    The Notice stated that the publisher had "turned the account over" to NCAC  
5     for collection. The Notice included a section informing Plaintiff that the letter was an  
6     attempt to collect a debt and that he had thirty days to dispute the debt before it would be  
7     considered valid.

8           11.    Plaintiff, an exceptionally conscientious manager of his family's financial  
9     affairs, and keenly aware of the effect of negative credit references, was immediately  
10    concerned that his credit score had already been and/or would be impacted by the failure  
11    to pay debts he owed.

12          12.    Plaintiff tried, in vain, to locate records indicating that he was in fact liable for  
13    any debt due to NCAC and/or BONNIER. His records indicated the contrary—that Plaintiff  
14    did not in fact owe any debt to BONNIER or NCAC.

15          13.    Plaintiff called the phone number of NCAC listed on the debt collection  
16    Notice. After navigating an automated directory system, Plaintiff was finally able to select  
17    an option indicating that he had never subscribed to the magazine. The message then  
18    informed him that his account had been rectified, no amount was owing, and NCAC does  
19    not in fact report to credit agencies.

20          14.    Plaintiff never owed any debt to NCAC and/or BONNIER, nor had he received  
21    any magazines for which he had not paid; rather, the Notice was a creative, unscrupulous  
22    and deceptive attempt to fraudulently compel and induce Plaintiff to re-subscribe to a  
23    magazine.

24          15.    Plaintiff is informed and believes, and thereon alleges, that NCAC was acting  
25    at all times at the direction of and with the knowledge of BONNIER.

26          16.    Defendants' intentional, malicious and reckless actions caused Plaintiff  
27    embarrassment, mental anguish, emotional distress and other damages.  
28

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COMPLAINT FOR DAMAGES

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Exhibit A  
Page 9

**FIRST CAUSE OF ACTION**  
**(Violation Of The Federal Fair Debt Collections Practice Act—15 U.S.C. § 1692, et**  
**seq.)**  
**(Against NCAC and BONNIER)**

17. Plaintiff realleges and incorporates herein by reference each and every allegation contained above as though fully set forth herein at length.

18. This action is brought under the Federal Fair Debt Collections Practices Act (15 United States Code § 1692, *et seq.*) (the "Federal Act"). This Court has jurisdiction over this action under 15 United States Code § 1692(k) of the Federal Act.

19. Defendants are regularly engaged in the collection of consumer debts and both constitute debt collectors as defined by the Federal Fair Debt Collections Practice Act.

20. Defendants violated the Federal Act in several ways, including, by way of example:

- a. Intentionally and recklessly utilizing unfair and oppressive actions to collect on a debt from a person not responsible for the debt;
- b. Using false, deceptive and/or misleading representations or means to collect a debt in violation of 15 USC §§ 1692e, 1692(e)(10);
- c. Failing to validate the debt allegedly owed by Plaintiff;
- d. Impliedly threatening to take actions which are unlawful and/or not intended to be taken, in violation of 15 USC §1692e(5);
- e. Attempting to collect an amount not due and/or in excess of what was actually owed and falsely asserting that the debt had matured and/or was immediately due and payable;
- f. Falsely and intentionally misrepresenting the character, amount or legal status of the debt in violation of 15 USC § 1692e(2)(A).

21. As a direct and proximate result of the intentional, willful and reckless conduct of defendants, plaintiff suffered actual damages consisting of attorney's fees, costs of litigation, emotional distress and other damages in an amount subject to proof at trial.

COMPLAINT FOR DAMAGES

- 4 -

Exhibit A  
Page 10

**SECOND CAUSE OF ACTION**  
**(Violation of California Rosenthal Fair Debt Collection Practices Act—California**  
**Civil Code §§ 1788, et seq)**  
**(Against NCAC and BONNIER)**

22. Plaintiff realleges and incorporates herein by reference each and every allegation contained above as though fully set forth herein at length.

23. This action is brought under the California Rosenthal Fair Debt Collections Practices Act (California Civil Code §§ 1788, et seq) ("State Act"). This Court has jurisdiction over this action under the State Act.

24. Defendants are debt collectors regularly engaged in the practice of collecting consumer debts on behalf of themselves or others.

25. Defendants violated the State Act in multiple ways including, by way of example:

- a. Intentionally and recklessly utilizing unfair and oppressive actions to collect on a debt from a person not responsible for the debt;
- b. Using false, deceptive and/or misleading representations or means to collect a debt in violation of *Cal. Civ. Code § 1788.17*;
- c. Failing to validate the debt allegedly owed by Plaintiff;
- d. Impliedly threatening to take actions which are unlawful and/or not intended to be taken, in violation of *Cal. Civ. Code § 1788.17*;
- e. Attempting to collect an amount not due and/or in excess of what was actually owed and falsely asserting that the debt had matured and/or was immediately due and payable;
- f. Falsely and intentionally misrepresenting the character, amount or legal status of a debt in violation of *Cal. Civ. Code § 1788.17*.

26. As a direct and proximate result of the intentional, willful and reckless conduct of defendants, plaintiff suffered actual damages consisting of attorney's fees, costs of litigation, emotional distress and other damages in an amount subject to proof at trial

**THIRD CAUSE OF ACTION**  
**(Fraud)**  
**(Against BONNIER and NCAC)**

27. Plaintiff realleges and incorporates herein by reference each and every allegation contained above as though fully set forth herein at length.

28. BONNIER and NCAC, and each of them, participated in a fraudulent scheme designed to compel Plaintiff to remit funds to NCAC.

29. Specifically, NCAC, working as agent of, on behalf of, at the direction of and for the benefit of BONNIER, intentionally misrepresented the following material facts:

- a. That Plaintiff had placed an order for a magazine with BONNIER;
- b. That Plaintiff had received magazines under the terms of a subscription with BONNIER;
- c. That as a result of Plaintiff having disregarded invoices from BONNIER he was indebted to BONNIER for a certain sum;
- d. That Plaintiff owed a valid debt to BONNIER which had been assigned to NCAC for collection;
- e. That Plaintiff, as a result of being a debtor, had rights under the Fair Debt Collection Practices Act;

30. Each material representation was in fact false and BONNIER and its agent NCAC knew at all relevant times that the representations were false. The true facts were that:

- a. That Plaintiff never placed a subscription with BONNIER as alleged in Notice;
- b. That Plaintiff never received magazines from BONNIER under a subscription he placed with BONNIER;
- c. That Plaintiff did not owe any valid debt to BONNIER;
- d. That there was no valid debt for BONNIER to assign to NCAC;

e. That Plaintiff was not a debtor entitled to the protection of the Fair Debt Collection Practices Act;

31. BONNIER's agent NCAC made the false representations to Plaintiff with the intent that he feel unease, anxiety, apprehension, disquiet and concern over his credit score and the damage which would result from his failure to respond to the Notice.

32. Plaintiff did in fact reasonably and justifiably feel unease, anxiety, apprehension, disquiet and concern over the contents of the Notice which is the subject of this lawsuit.

33. By reason of BONNIER and/or NCAC's wrongful and fraudulent conduct, Plaintiff has been injured and is entitled to recover all special and general damages caused thereby, subject to proof at trial.

34. Defendants' acts were done fraudulently, willfully, maliciously, oppressively and in conscious disregard of Plaintiff's rights as defined under *California Civil Code § 3294*. By reason thereof, Plaintiff is entitled to an award of punitive damages against Defendants in a sum to be determined at trial according to proof.

**FOURTH CAUSE OF ACTION**  
**(Conspiracy to Commit Fraud)**  
**(Against NCAC and BONNIER)**

35. Plaintiff realleges and incorporates herein by reference each and every allegation contained above as though fully set forth herein at length.

36. Defendants and each of them agreed amongst themselves to tortiously and fraudulently misrepresent to Plaintiff that he was indebted to Defendants as detailed above. The fraudulent scheme was designed to coerce Plaintiff into remitting funds to Defendants, funds in which Defendants had no legal right and/or interest.

COMPLAINT FOR DAMAGES

- 7 -

Exhibit A  
Page 13

1           37. Specifically, NCAC, working as agent of, on behalf of, at the direction of  
2 and for the benefit of BONNIER, intentionally misrepresented the following material  
3 facts:

- 4           a. That Plaintiff had placed an order for a magazine with BONNIER;  
5           b. That Plaintiff had received magazines under the terms of a  
6 subscription with BONNIER;  
7           c. That as a result of Plaintiff having disregarded invoices from  
8 BONNIER he was indebted to BONNIER for a certain sum;  
9           d. That Plaintiff owed a valid debt to BONNIER which had been  
10 assigned to NCAC for collection;  
11           e. That Plaintiff, as a result of being a debtor, had rights under the  
12 Fair Debt Collection Practices Act;

13           38. Each material representation was in fact false and BONNIER and NCAC  
14 knew at all relevant times that the representations were false. The true facts were that:

- 15           a. That Plaintiff never placed a subscription with BONNIER as alleged  
16 in Notice;  
17           b. That Plaintiff never received magazines from BONNIER under a  
18 subscription he placed with BONNIER;  
19           c. That Plaintiff did not owe any valid debt to BONNIER;  
20           d. That there was no valid debt for BONNIER to assign to NCAC;  
21           e. That Plaintiff was not a debtor entitled to the protection of the Fair  
22 Debt Collection Practices Act;

23           39. BONNIER and/or NCAC made the false representations to Plaintiff with  
24 the intent that he feel unease, anxiety, apprehension, disquiet and concern over his  
25 credit score and the damage which would result from his failure to respond to the  
26 Notice.  
27  
28



1           40. Plaintiff did in fact reasonably and justifiably feel unease, anxiety,  
2 apprehension, disquiet and concern over the contents of the Notice which is the subject  
3 of this lawsuit.

4           41. Each of the actions taken by NCAC was accepted and ratified by  
5 BONNIER, or was done with the express knowledge and consent of BONNIER.

6           42. Defendants, and each of them, did the acts and things herein alleged  
7 pursuant to, and in furtherance of, the conspiracy and above-alleged agreement.

8           43. Plaintiff alleges on information and belief that Defendant BONNIER  
9 furthered the conspiracy by encouraging, ratifying and adopting the acts of NCAC in  
10 that BONNIER offered and agreed to compensate NCAC for any funds it fraudulently  
11 compelled Plaintiff to remit to NCAC.

12           44. Plaintiff is informed and believes, and thereon alleges, that the last overt  
13 act in furtherance of the above-alleged conspiracy occurred on or about December 21,  
14 2007, on which date NCAC posted the Notice to Plaintiff.

15           45. As a proximate result of the wrongful acts herein alleged, Plaintiff has  
16 been injured and is entitled to recover all special and general damages caused thereby,  
17 subject to proof at trial.

18           46. In doing the things herein alleged, Defendants acted with malice,  
19 oppression, fraud and/or in conscious disregard of Plaintiff's rights as defined under  
20 *California Civil Code* § 3294. By reason thereof, Plaintiff is entitled to an award of  
21 punitive damages against Defendants in a sum to be determined at trial according to  
22 proof.

23  
24                           **FIFTH CAUSE OF ACTION**  
25                           **(Negligent Misrepresentation)**  
26                           **(Against NCAC)**

27           47. Plaintiff realleges and incorporates herein by reference each and every  
28 allegation contained above as though fully set forth herein at length.

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COMPLAINT FOR DAMAGES

- 9 -

Exhibit A  
Page 15



1           48. BONNIER and NCAC, and each of them, participated in a fraudulent  
2 scheme designed to compel Plaintiff to remit funds to NCAC.

3           49. Specifically, NCAC, working as agent of, on behalf of, at the direction of  
4 and for the benefit of BONNIER, falsely represented the following material facts to  
5 Plaintiff:

- 6           a. That Plaintiff had placed an order for a magazine with BONNIER;  
7           b. That Plaintiff had received magazines under the terms of a  
8 subscription with BONNIER;  
9           c. That as a result of Plaintiff having disregarded invoices from  
10 BONNIER he was indebted to BONNIER for a certain sum;  
11           d. That Plaintiff owed a valid debt to BONNIER which had been  
12 assigned to NCAC for collection;  
13           e. That Plaintiff, as a result of being a debtor, had rights under the  
14 Fair Debt Collection Practices Act;

15           50. The representations made by NCAC were in fact false. The true facts  
16 were that:

- 17           a. That Plaintiff never placed a subscription with BONNIER as alleged  
18 in Notice;  
19           b. That Plaintiff never received magazines from BONNIER under a  
20 subscription he placed with BONNIER;  
21           c. That Plaintiff did not owe any valid debt to BONNIER;  
22           d. That there was no valid debt for BONNIER to assign to NCAC;  
23           e. That Plaintiff was not a debtor entitled to the protection of the Fair  
24 Debt Collection Practices Act;

25           51. Defendants made these representations with no reasonable ground for  
26 believing them to be true in that Defendants knew or through the exercise of reasonable  
27 diligence should have known that at all relevant times the representations were false.  
28

1           52. BONNIER and/or NCAC made the false representations to Plaintiff with  
2 the intent that he feel unease, anxiety, apprehension, disquiet and concern over his  
3 credit score and the damage which would result from his failure to respond to the  
4 Notice.

5           53. Plaintiff did in fact feel unease, anxiety, apprehension, disquiet and  
6 concern over his credit score and the damage which would result from his failure to  
7 respond to the Notice.

8           54. By reason of Defendants' fraud and wrongful conduct, Plaintiff is entitled to  
9 recover all special and general damages caused thereby, subject to proof at trial.

10  
11                               **SIXTH CAUSE OF ACTION**  
12                               **(Unfair Business Practices: B&PC §17200)**  
                                  **(Against NCAC and BONNIER)**

13           55. Plaintiff realleges and incorporates herein by reference each and every  
14 allegation contained above as though fully set forth herein at length.

15           56. Plaintiff is informed and believes and thereon alleges that on or about  
16 December 21, 2007, in connection with their businesses as a debt collection agency  
17 and a magazine publisher, NCAC and BONNIER, respectively, engaged in unlawful,  
18 unfair and fraudulent business practices, consisting substantially of the following:

- 19           a. Wrongfully claiming that Plaintiff had subscribed to Defendant  
20 BONNIER's magazine;  
21           b. Wrongfully claiming that Plaintiff had received magazines from  
22 Defendant BONNIER;  
23           c. Wrongfully claiming that Plaintiff had received several valid  
24 invoices from Defendant BONNIER;  
25           d. Wrongfully claiming that Plaintiff owed a valid debt to Defendant  
26 BONNIER;

- e. Wrongfully suggesting that Plaintiff owed a valid debt to BONNIER, which debt comprised an account which was turned over to NCAC for collection;
- f. Wrongfully implying that if Plaintiff did not remit money to Defendants his credit score would be negatively affected;
- g. Wrongfully implying that Plaintiff was entitled to rights afforded under federal law to protect bonafide debtors;
- h. Wrongfully implying that Plaintiff was entitled to rights afforded under California state law to protect bonafide debtors.

57. Plaintiff is an interested person within the meaning of §17204 of the California Business and Professions Code, because he is a victim of defendants' unlawful and unfair business practices by reason of the facts alleged above.

58. Defendants' wrongful conduct, as herein alleged, is a common practice that affect numerous California consumers.

59. Unrestrained, defendant will continue to engage in unfair and unlawful business practices.

60. Defendants NCAC and BONNIER should be ordered under §18203 of the California Business and Professions Code to make restitution to plaintiff of any and all money wrongfully obtained from plaintiff and those similarly situated, and reimburse Plaintiff for his attorney's fees incurred in prosecuting the case.

61. Plaintiff is without an adequate remedy at law and will suffer irreparable damage if Defendants are not enjoined from pursuing this unlawful practice.

**SEVENTH CAUSE OF ACTION**  
**(Intentional Infliction of Emotional Distress)**  
**(Against NCAC and BONNIER)**

62. Plaintiff realleges and incorporates herein by reference each and every allegation contained above as though fully set forth herein at length.

1           63. On or about December 21, 2007, Defendant NCAC sent the Notice to  
2 Plaintiff, as hereinabove alleged, stating that Plaintiff had ordered a magazine from  
3 BONNIER; received those magazines; failed to pay the invoices for the magazines; and  
4 was then owing a valid debt to NCAC and BONNIER.

5           64. The Notice implied that Plaintiff's credit score would be negatively  
6 affected if Plaintiff failed to remit funds to Defendants. This outrageous conduct was  
7 intended to profit by way of the commonly held concern over the importance of strong  
8 credit and the detriment which results from poor credit. This conduct was beyond the  
9 reasonable bounds of decency.

10           65. Defendants' outrageous and malicious conduct was done with the  
11 intention of causing, or with reckless disregard of the probability of causing, Plaintiff to  
12 suffer humiliation, mental anguish, physical distress and emotional distress. Defendant  
13 BONNIER's conduct in confirming and ratifying that conduct was done with knowledge  
14 that Plaintiff's emotional and physical distress would thereby increase, and was done  
15 with a wanton and reckless disregard of the consequences to Plaintiff.

16           66. As an actual and proximate result of the aforementioned acts, Plaintiff  
17 suffered humiliation, mental anguish, and emotional and physical distress, and has  
18 been injured in mind and body, all to Plaintiff's damage.

19           67. The aforementioned acts of Defendants were unprivileged, willful, wanton,  
20 malicious and oppressive, and thereby justify the awarding of exemplary and punitive  
21 damages.

22 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 23           1. For economic damages according to proof;  
24           2. For compensatory damages according to proof;  
25           3. For general damages according to proof;  
26           4. For punitive damages on the third and fourth causes of action;  
27  
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- 5. Restitution of illegally gained profits pursuant to Cal. Bus. & Prof. Code §17200 et seq.;
- 6. For reasonable attorney's fees according to proof;
- 7. Prejudgment interest according to proof;
- 8. For costs of suit incurred; and
- 9. For such other and further relief as the Court deems necessary and proper.

Dated: 2-25, 2008

SPECKMAN & ASSOCIATES  
By: [Signature]  
DAVID L. SPECKMAN, ESQ.  
Attorney for Plaintiff DAVID G. RICHARDS



DATE: AUG 06 2008  
Attest: A true copy,  
Clerk of the Superior Court  
By [Signature] Deputy  
J. Krigbaum

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): David L. Speckman, Esq. SBN 178180 SPECKMAN & ASSOCIATES 835 Fifth Ave. Suite 301 San Diego, CA 92101 TELEPHONE NO.: 619-696-5151 FAX NO.: 619-696-5196 ATTORNEY FOR (Name): David G. Richards		FOR COURT USE ONLY  FILED CIVIL BUSINESS OFFICE 5 CENTRAL DIVISION  2008 APR 23 P 2:20  CLERK SUPERIOR COURT SAN DIEGO COUNTY, CA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 WEST BROADWAY MAILING ADDRESS: CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: CENTRAL DIVISION		
CASE NAME: RICHARDS v. NATIONAL CREDIT AUDIT, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		CASE NUMBER: 37-2008-00082557-CU-BT-CTL JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties    d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve    e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence    f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): Seven (See attachment)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: 2-25-08
- David L. Speckman, Esq. SBN 178180
- (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

PETITIONER/PLAINTIFF: DAVID G. RICHARDS RESPONDENT/DEFENDANT: NATIONAL CREDIT AUDIT, BONNIER CORPOR
--------------------------------------------------------------------------------------------------------

CASE NUMBER:
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**Attachment to Civil Case Cover Sheet re Causes of Action**

- 1) Violation of Federal Fair Debt Collection Practices Act;
- 2) Violation of California Rosenthal Fair Debt Collection Practices Act;
- 3) Fraud;
- 4) Conspiracy to Commit Fraud;
- 5) Negligent Misrepresentation;
- 6) Unfair Business Practices-B&PC §17200; and
- 7) Intentional Infliction of Emotional Distress

Legal  
Solutions  
Co. Plus

Exhibit A  
Page 22



# SUMMONS (CITACION JUDICIAL)

SUM-100

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

NATIONAL CREDIT AUDIT CORPORATION, an Illinois corporation; BONNIER CORPORATION, a Florida corporation; and DOES 1 through 50, inclusive

FOR COURT USE ONLY  
(PARA USO DE LA CORTE)  
CIVIL BUSINESS OFFICE 5  
CENTRAL DIVISION

2008 APR 23 P 2:20

CLETON SUPERIOR COURT  
SAN DIEGO COUNTY, CA

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
DAVID G. RICHARDS

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
330 WEST BROADWAY

CASE NUMBER:  
(Número del Caso): 37-2008-00082557-CU-BT-CTL

SAN DIEGO, CA 92101  
CENTRAL DIVISION

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

David L. Speckman, Esq. SBN 178180

619-696-5151 619-696-5196

SPECKMAN & ASSOCIATES

835 Fifth Ave., Suite 301

San Diego, CA 92101

DATE:

(Fecha) 4-23-08

Clerk, by

(Secretario)

Kathy Bailey

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an Individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

[SEAL]



Form Adopted for Mandatory Use  
Judicial Council of California  
SUM-100 (Rev. January 1, 2004)

SUMMONS

Legal  
Solutions  
& Plus

Page 1 of 1  
Code of Civil Procedure §§ 412.20, 485

Exhibit A  
Page 23



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state & address): David L. Speckman, Esq. SBN 178180 SPECKMAN & ASSOCIATES 835 Fifth Ave. Suite 301 San Diego, CA 92101 TELEPHONE NO.: 619-696-5151 FAX NO.: 619-696-5196 ATTORNEY FOR (Name): David G. Richards		FOR COURT USE ONLY FILED Clerk of the Superior Court JUL 23 2008 By: M. SPIESMAN, Deputy JUL 23 '08 PM 3:47
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input checked="" type="checkbox"/> HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101-3827 <input type="checkbox"/> MADGE BRADLEY BLDG., 1409 4TH AVE., SAN DIEGO, CA 92101-3105 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081-6643 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941 <input type="checkbox"/> RAMONA BRANCH, 1428 MONTECITO RD., RAMONA, CA 92065-5200 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910-5649		
PLAINTIFF(S)/PETITIONER(S) DAVID G. RICHARDS		<input checked="" type="checkbox"/> I/C JUDGE John S. Meyer
DEFENDANT(S)/RESPONDENT(S) NATIONAL CREDIT AUDIT, BONNIER CORPORATION		<input type="checkbox"/> MASTER CALENDAR DEPT 61
CERTIFICATE OF: PROGRESS; INABILITY TO RESPOND; INABILITY TO DEFAULT (San Diego Superior Court Rules: Division II, rules 2.5, 2.6, 2.7, 2.34; Division IV rules 4.169 & 4.170)		CASE NUMBER 37-2008-82557-CU

MUST BE FILED ON COURT APPROVED FORM WITH A STAMPED, SELF-ADDRESSED ENVELOPE OR MESSENGER SERVICE SLIP.  
 The ☒ plaintiff(s) ☐ defendant(s) in the above-entitled case, by and through their attorney(s) David L. Speckman,  
Esq. SBN 178180 certify that: (CHECK ONE BOX)

- 3C1 ☒ Plaintiff has been unable to serve the complaint on defendant(s) National Credit Audit Corporation and Bonnier Corporation were  
 served. Waiting on original proofs of service to file with Certificate of Service. (May list more than one defendant)
- 3C1 ☐ Plaintiff requests stay under claim for uninsured/underinsured as to: \_\_\_\_\_  
 (ALL or list individual(s))
- 3C5 ☐ Defendant was served on \_\_\_\_\_, and is unable to answer or otherwise respond.
- 3C8 ☐ Plaintiff served defendant on \_\_\_\_\_, but was unable to request entry of default.
- Therefore, it is requested that the time be extended until August 6, 2008 for filing of a(n):
- ☒ CERTIFICATE OF SERVICE (SDSC CIV-345)  
☐ ANSWER OR OTHER DEFENDANT APPEARANCE  
☐ REQUEST FOR ENTRY OF DEFAULT (SDSC CIV- 204)

Reason(s): Plaintiff served Defendant National Credit Audit Corporation on 7/1/2008 and has received the original proof of service (a true and correct copy of which is attached hereto) from the Process Server. Plaintiff served Defendant Bonnier Corporation on 7/11/2008. However, plaintiff has not received the original proof of service from the Process Server (a true and correct copy of which is attached hereto). Plaintiff respectfully requests an additional 2 week extension in and including August 6, 2008 to file the Certificates of Service with the original proofs of service for both defendants.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Dated: 7/22/2008

SIGNATURE OF ATTORNEY(S)

David L. Speckman, Esq. SBN 178180

FOR COURT USE ONLY <input checked="" type="checkbox"/> EXTENSION GRANTED - DOCUMENT CHECKED ABOVE SHALL BE FILED NOT LATER THAN: <u>AUG 15 2008</u> <input type="checkbox"/> EXTENSION DENIED - THIS MATTER IS SET FOR HEARING ON: _____ AT: _____ M. DEPT _____ <input type="checkbox"/> INSUFFICIENT REASON FOR DELAY OF CASE. <input type="checkbox"/> OBTAIN ORDER FOR PUBLICATION IMMEDIATELY. DATED: <u>JUL 24 2008</u> JUDGE OF THE SUPERIOR COURT: <u>JOHN S. MEYER</u> <input type="checkbox"/> NOTICE TO COUNSEL REQUESTING EXTENSION: After Court's decision, you must serve a copy of this certificate on all counsel concerned.	
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

ClientCaseID: TERRI

21283

CaseReturnDate: 7/1/08

Affidavit of A PRIVATE INVESTIGATOR

JUL 23 '08 PM 3:47

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

Case Number **37200882557 CU**

I, JOHN J PENNELL

FIRST DULY SWORN ON OATH STATES THAT I AM OVER 18 YEARS OF AGE AND NOT A PARTY TO THIS SUIT AND IS A REGISTERED AGENT OF THE ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION PRIVATE DETECTIVE AGENCY ACT LICENSE NUMBER #117-000697

**CORPORATE SERVICE**

THAT I SERVED THE WITHIN DOCUMENTS AS LISTED HEREIN  
ON THE WITHIN NAMED DEFENDANT NATIONAL CREDIT AUDIT CORPORATION  
PERSON SERVED DEANNA DILLON, REG AGNT  
BY LEAVING A COPY OF EACH WITH THE SAID DEFENDANT ON 7/1/08

DOCUMENTS SERVED: SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOTICE OF CASE ASSIGNMENT AND STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION PROCESS & NOTICE TO LITIGANTS/ADR PACKAGE.

That the sex, race and approximate age of the whom I left the DOCUMENTS AS LISTED HEREIN are as follow:

Sex FEMALE Race WHITE Age 50 Height 506 Build MEDIUM Hair BRN

LOCATION OF SERVICE **801 ADLAI STEVENSON DRIVE  
SPRINGFIELD, IL, 62703**

Date Of Service 7/1/08

Time of Service 12:59 PM

JOHN J PENNELL

7/3/2008

A PRIVATE INVESTIGATOR

P.E.R.C. #129-205690

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statement are true and correct, except as to matters therein stated to be on information and belief and such matters the undersigned certifies as aforesaid that he/she verily believes same to be true.

1000 [6162 ON XH/X1] 81:41 301-8002/22/20

SUPERIOR COURT OF THE STATE OF CALIFORNIA

CASE NUMBER 37-2008-82557-CU

DAVID G RICHARDS,  
Plaintiff

JUL 23 '08 PM 3:47

v.

NATIONAL CREDIT AUDIT CORPORATION,  
An Illinois corporation; BONNIER CORPORATION,  
A Florida corporation; and DOES 1 through 50, inclusive

AFFIDAVIT OF SERVICE

THE STATE OF FLORIDA:

Now comes Sid Lalande, a resident of Orange County, who states and deposes as follows:

1. Affiant is not a party to nor interested in the outcome of the above case and is over the age of 18 years.
2. Affiant received the attached Summons with attached complaint on July 2, 2008 to be served on Bonnier Corporation c/o Jeremy Thompson, Esq.
3. Affiant personally served same at 460 N. Orlando Ave., Ste. 200 in Winter Park, Florida on July 11, 2008 at 12:05 P.M. by the following method:

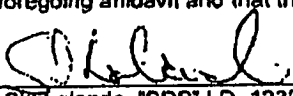
X Other: By delivering a true copy of this process, with any attachments provided, to Rene Robertson, Receptionist as designated to accept service on behalf of Bonnier Corporation c/o Jeremy Thompson, Esq.

Service on the receptionist was only made after 3 attempts at least 6 hours apart were made to serve Jeremy Thompson, Esq. individually.

Service Fee: \$ \_\_\_\_\_

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

7.16.08  
Date

  
Sid Lalande, "SPS" I.D. 1232  
A.C.E.  
102 NE 2<sup>nd</sup> St., PMB 147  
Boca Raton, FL 33432  
561-447-7639

The foregoing instrument was acknowledged before me this 16th day of July, 2008 by Sid Lalande who is personally known to me and who did not take an oath.

Commission #:  
Commission Expires:



DAVID M. CHASE  
MY COMMISSION #004416  
EXPIRES October 21, 2008  
I have been a Notary Public

  
Notary Public

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER:	
PLAINTIFF(S) / PETITIONER(S): David G. Richards	
DEFENDANT(S) / RESPONDENT(S): National Credit Audit Corporation, An Illinois Corporation et.al.	
RICHARDS VS. NATIONAL CREDIT AUDIT CORPORATION, AN ILLINOIS CORPORATION	
<b>NOTICE OF CASE ASSIGNMENT</b>	CASE NUMBER: 37-2008-00082557-CU-BT-CTL

Judge: *John Meyer*Department: *C-41*

COMPLAINT/PETITION FILED: 04/26/2008

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

**COMPLAINTS:** Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state I number, and address): David L. Speckman, Esq. SBN 178180 SPECKMAN & ASSOCIATES 835 Fifth Ave. Suite 301 San Diego, CA 92101 TELEPHONE NO.: 619-696-5151 FAX NO.: 619-696-5196 ATTORNEY FOR (Name): David G. Richards		FOR COURT USE ONLY  <b>F I L E D</b> Clerk of the Superior Court  <b>JUN 23 2008</b>  By: M. SPIESMAN, Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input checked="" type="checkbox"/> HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101-3827 <input type="checkbox"/> MADGE BRADLEY BLDG., 1409 4TH AVE., SAN DIEGO, CA 92101-3105 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081-6643 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941 <input type="checkbox"/> RAMONA BRANCH, 1428 MONTECITO RD., RAMONA, CA 92085-5200 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910-5649			
PLAINTIFF(S)/PETITIONER(S) DAVID G. RICHARDS		<input checked="" type="checkbox"/> I/C JUDGE John S. Meyer	
DEFENDANT(S)/RESPONDENT(S) NATIONAL CREDIT AUDIT, BONNIER CORPORATION		<input type="checkbox"/> MASTER CALENDAR DEPT 61	
CERTIFICATE OF: PROGRESS; INABILITY TO RESPOND; INABILITY TO DEFAULT (San Diego Superior Court Rules: Division II, rules 2.5, 2.6, 2.7, 2.34; Division IV rules 4.169 & 4.170)		CASE NUMBER 37-2008-82557-CU	

MUST BE FILED ON COURT APPROVED FORM WITH A STAMPED, SELF-ADDRESSED ENVELOPE OR MESSENGER SERVICE SLIP.  
 The ☒ plaintiff(s) ☐ defendant(s) in the above-entitled case, by and through their attorney(s) David L. Speckman,  
Esq. SBN 178180 certify that: (CHECK ONE BOX)

- 3C1 ☒ Plaintiff has been unable to serve the complaint on defendant(s) \_\_\_\_\_  
 (May list more than one defendant)
- 3C1 ☐ Plaintiff requests stay under claim for uninsured/underinsured as to: \_\_\_\_\_  
 (ALL or list individual(s))
- 3C5 ☐ Defendant was served on \_\_\_\_\_, and is unable to answer or otherwise respond.
- 3C8 ☐ Plaintiff served defendant on \_\_\_\_\_, but was unable to request entry of default.
- Therefore, it is requested that the time be extended until July 23, 2008 for filing of a(n):
- ☒ CERTIFICATE OF SERVICE (SDSC CIV-345)  
☐ ANSWER OR OTHER DEFENDANT APPEARANCE  
☐ REQUEST FOR ENTRY OF DEFAULT (SDSC CIV-204)

Reason(s): Difficulty locating address for service - address has  
now been located and complaint/summons sent out for service.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Dated: 6/23/2008

SIGNATURE OF ATTORNEY(S)  
David L. Speckman, Esq. SBN 178180

FOR COURT USE ONLY <input checked="" type="checkbox"/> EXTENSION GRANTED - DOCUMENT CHECKED ABOVE SHALL BE FILED NOT LATER THAN: <u>JUL 23 2008</u> <input type="checkbox"/> EXTENSION DENIED - THIS MATTER IS SET FOR HEARING ON: _____ AT: _____ M. DEPT _____ <input type="checkbox"/> INSUFFICIENT REASON FOR DELAY OF CASE. <input type="checkbox"/> OBTAIN ORDER FOR PUBLICATION IMMEDIATELY. DATED: <u>JUN 24 2008</u> JUDGE OF THE SUPERIOR COURT <u>JOHN S. MEYER</u> NOTICE TO COUNSEL REQUESTING EXTENSION: After Court's decision, you must serve a copy of this certificate on all counsel concerned.	
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

# EXHIBIT B

EXHIBIT  
10/1

1 James W. Poindexter, Esq. (SBN 95966)  
2 Poindexter & Doutre, Inc.  
3 214 Grant Avenue, Suite 400  
4 San Francisco, California 94108  
5 Telephone: (415) 398-5811  
6 Facsimile: (415) 398-5808

7 Attorneys for Defendant  
8 National Credit Audit Corporation

9 UNITED STATES DISTRICT COURT  
10 SOUTHERN DISTRICT OF CALIFORNIA

11 DAVID G. RICHARDS,

12 Plaintiff,

13 v.

14 NATIONAL CREDIT AUDIT  
15 CORPORATION, an Illinois Corporation;  
16 BONNIER CORPORATION, a Florida  
17 Corporation; and DOES 1 through 10,  
inclusive,

18 Defendants.

) Case No.

)  
) JOINDER IN NOTICE OF REMOVAL  
) OF ACTION

19  
20 Defendant National Credit Audit Corporation hereby joins in defendant Bonnier  
21 Corporation's Notice of Removal to this Court of the State Court Action described in the said  
22 Notice of Removal.

23 DATED: August 6, 2008

POINDEXTER & DOUTRE, INC.

24 By:   
25  
26

James W. Poindexter, Esq.  
Attorneys for Defendant  
National Credit Audit Corporation

27  
28 1

Joinder in Notice of Removal of Action



1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
 ) ss.  
 3 COUNTY OF ORANGE )

4 I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action.  
 My business address is 600 Anton Blvd., Suite 1075, Costa Mesa, California 92626.

5 On August 7, 2008, I caused the foregoing document to be served: **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §**  
**1331, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1367(a), AND 28 U.S.C. §§ 1441 et seq.** on all interested parties in said action by placing a true copy  
 6 thereof in a sealed envelope addressed as follows:

7 **Attorney for Plaintiff David G. Richards**  
 David L. Speckman, Esq. SBN 178180  
 SPECKMAN & ASSOCIATES  
 835 Fifth Avenue, Suite 301  
 San Diego, CA 92101  
 Facsimile No.: (619) 696-5151

**Attorney for Defendant National Credit Audit Corporation**  
 James W. Poindexter, Esq. SBN 95966  
 Poindexter & Doutre, Inc.  
 214 Grant Ave., Suite 400  
 San Francisco, CA 94108  
 Facsimile No.: (415) 398-5808

10 (XX) **BY MAIL**, as follows:

11 ( ) **STATE** – I am readily familiar with Kohut & Kohut LLP's practice of collection and processing  
 correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that  
 12 same day with postage thereon fully prepaid at Costa Mesa, California, in the ordinary course of business. I am  
 aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter  
 13 date is more than one (1) day after date of deposit for mailing in affidavit.

(XX) **FEDERAL** – I deposited such envelope in the U.S. Mail at Costa Mesa, California with postage thereon fully  
 14 prepaid.

15 ( ) **BY PERSONAL SERVICE**, as follows: I caused a copy of such document to be served by hand to the addresses.

16 ( ) **BY OVERNIGHT DELIVERY**, as follows: I caused such envelope to be delivered by overnight delivery service to the  
 offices of the addressee. The envelope was deposited in or with a facility regularly maintained by the overnight delivery  
 service with delivery fees paid or provided for.

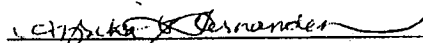
17 ( ) **BY FACSIMILE**, as follows: I caused such documents to be transmitted to the telephone number of the addressee listed  
 above, by use of facsimile machine telephone number (714) 384-4131. No error was reported by the facsimile machine.  
 18 A transmission record of the transmission was printed.

19 ( ) **BY CERTIFIED MAIL**, as follows: I am "readily familiar" with Kohut & Kohut LLP's practice for the collection and  
 processing of correspondence for mailing with the U.S. Postal Service, such envelope will be deposited with the U.S.  
 20 Postal Service on the above date in the ordinary course of business at the business address shown above; and such  
 envelope was placed for collection and mailing, by Certified U.S. Mail, Return Receipt Requested, on the above date  
 according to Kohut & Kohut LLP's ordinary business practice.

21 ( ) **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

22 (XX) **FEDERAL** – I declare that I am employed in the office of a member of the bar of this Court at whose direction the service  
 23 was made.

24 Executed on August 7, 2008, at Costa Mesa, California.

25   
 26 Ayrika S. Fernandes  
 27  
 28

**PROOF OF SERVICE**



FILED BY FAX

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

DAVID G. RICHARDS

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

David L. Speckman, Esq. (SBN 178180)  
835 Fifth Ave., Suite 301 San Diego, CA 92101; (619) 696-5151

## DEFENDANTS

NATIONAL AUDIT CORPORATION and  
BONNIER CORPORATION

County of Residence of First Listed Defendant Southern District of California  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED

Attorneys (If Known)

See Attachment

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         | PTF                        | DEF                        |                                                               | PTF                        | DEF                        |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

## V. ORIGIN

- (Place an "X" in One Box Only)
- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 USC 1692k

Brief description of cause:

Violation of the Federal Fair Debt Collection Practices Act and related state law claims.

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/07/2008

SIGNATURE OF ATTORNEY OF RECORD

*David L. Speckman*

FOR OFFICE USE ONLY

RECEIPT #

153796

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

*LAR* 4/7/08

**ATTACHMENT TO CIVIL CASE COVER SHEET:**  
**ATTORNEYS OF RECORD FOR BONNIER CORPORATION**

Megan L. Wagner, Esq. (California Bar No. 130752)  
megan@kohutlaw.com  
Sarah K. Kohut, Esq. (California Bar No. 197655)  
sarah@kohutlaw.com  
Kohut & Kohut, LLP  
600 Anton Blvd., Suite 1075  
Costa Mesa, CA 92626  
Telephone: (714) 384-4130; Facsimile (714) 384-4131

Christopher Paolini, Esq. (Florida Bar No. 669199)  
cpaolini@carltonfields.com  
(admission pro hac vice pending)  
CARLTON FIELDS, P.A.  
CNL Center at City Commons  
450 S. Orange Avenue, Suite 500  
Orlando, Florida 32801-3336  
Telephone: (407) 849-0300; Facsimile (407) 648-9099

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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 600 Anton Blvd., Suite 1075, Costa Mesa, California 92626.

On August 7, 2008, I caused the foregoing document to be served: **CIVIL COVER SHEET** on all interested parties in said action by placing a true copy thereof in a sealed envelope addressed as follows:

**Attorneys for Plaintiff David G. Richards**  
David L. Speckman, Esq. SBN 178180  
SPECKMAN & ASSOCIATES  
835 Fifth Avenue, Suite 301  
San Diego, CA 92101  
Facsimile No.: (619) 696-5151

**Attorney for Defendant National Credit Audit Corporation**  
James W. Poindexter, Esq. SBN 95966  
Poindexter & Doutre, Inc.  
214 Grant Ave., Suite 400  
San Francisco, CA 94108  
Facsimile No.: (415) 398-5808

(XX) **BY MAIL**, as follows:

( ) **STATE** – I am readily familiar with Kohut & Kohut LLP's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Costa Mesa, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

(XX) **FEDERAL** – I deposited such envelope in the U.S. Mail at Costa Mesa, California with postage thereon fully prepaid.

( ) **BY PERSONAL SERVICE**, as follows: I caused a copy of such document to be served by hand to the addressee.

( ) **BY OVERNIGHT DELIVERY**, as follows: I caused such envelope to be delivered by overnight delivery service to the offices of the addressee. The envelope was deposited in or with a facility regularly maintained by the overnight delivery service with delivery fees paid or provided for.

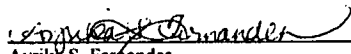
( ) **BY FACSIMILE**, as follows: I caused such documents to be transmitted to the telephone number of the addressee listed above, by use of facsimile machine telephone number (714) 384-4131. No error was reported by the facsimile machine. A transmission record of the transmission was printed.

( ) **BY CERTIFIED MAIL**, as follows: I am "readily familiar" with Kohut & Kohut LLP's practice for the collection and processing of correspondence for mailing with the U.S. Postal Service, such envelope will be deposited with the U.S. Postal Service on the above date in the ordinary course of business at the business address shown above; and such envelope was placed for collection and mailing, by Certified U.S. Mail, Return Receipt Requested, on the above date according to Kohut & Kohut LLP's ordinary business practice.

( ) **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(XX) **FEDERAL** – I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 7, 2008, at Costa Mesa, California.

  
Ayrika S. Fernandes

**PROOF OF SERVICE**

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 153796 - TC**

**August 07, 2008  
16:11:54**

**Civ Fil Non-Pris**

USAO #.: 08CV1436

Judge.: JOHN A HOUSTON

Amount.: \$350.00 CK

Check#.: BC33138

**Total-> \$350.00**

FROM: DAVID G. RICHARDS  
VS  
NATIONAL CREDIT AUDIT CORP  
& BONNIER CORP